

NA ALA HELE
Hawai'i Trail & Access System

September 17, 2001

Ref: NARS 01-02
Ilio Point, Loran Station

TO: Randy Kennedy, NARS Program Manager

FROM: Doris Moana Rowland, NAH Abstractor *DMR*

SUBJECT: Inclusion in NARS of Ilio Point, Molokai designated as TMK: 5-1-2-6
containing an area of 261 acres more or less

A Quitclaim Deed recorded in the Bureau of Conveyances in Book 6322 Page 252 (attached) and filed as Land Office Deed No. 24663 on December 6, 1968, transferred title of the subject land to the State of Hawaii. The Quitclaim Deed sets forth certain terms and conditions concerning possible public use of the subject land. Should you need further assistance with this request please feel free to contact me.

c: Brent Liesemeyer, NARS Biologist

'68 DEC 6 PM 2:41

AFTER RECORDATION, RETURN TO:

DEPT. OF LAND AND NATURAL RESOURCES
LAND MANAGEMENT DIVISION

RETURN BY: MAIL () PICKUP (X)

Molokai LORAN Station
9-T-Haw-512
(State of Hawaii)

INDEXED

REGISTRAR

QUITCLAIM DEED

THIS INDENTURE, made the 15th day of August 1968 between the UNITED STATES OF AMERICA, acting by and through the Administrator of General Services, under and pursuant to the powers and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), as amended, and regulations and orders promulgated thereunder, GRANTOR, and the STATE OF HAWAII, GRANTEE,

WITNESSETH:

WHEREAS, the property hereinafter described was a part of a military installation, used as a firing range, portions of which were subjected to contamination by the introduction of unexploded and dangerous bombs, shells, rockets, mines and other charges, either below or upon the surface thereof; and

WHEREAS, the GRANTEE, as part of the consideration for this conveyance, has agreed to decontaminate the said property; and

WHEREAS, the GRANTOR does not intend to make, nor shall it be construed to have made, any representations or warranties pertaining to the conditions of the land; and

WHEREAS, the GRANTEE has evinced its desire to purchase such property with full knowledge of, and notwithstanding, the foregoing,

NOW THEREFORE, in consideration of the sum of FORTY-FIVE THOUSAND DOLLARS (\$45,000.00) and in further consideration of all of the terms, covenants and conditions hereinafter contained, the GRANTOR has remised, released and forever quitclaimed, and by these presents does remise, release and forever quitclaim unto the said GRANTEE, and to its successors and assigns, the following described property;

Being a portion of land situate at Ilio Point, Kaluakoi, Molokai District, Island of Molokai.

The Geographic Position of the Government Survey Triangulation "Kaeo" is Lat. 21° 12' 58.520", Long. 157° 13' 54.663".

Beginning at the Southeasterly corner of said portion of land, the coordinates of said corner referred to the Government Survey Triangulation Station "Kaeo" being 1422.3 feet North and 6182.3 feet West and running by true azimuths (measured clockwise from South):

- (1) 65° 30' 00" 3430.0 feet; To a point at the High Water Mark; thence following the High Water Mark in all its turns and windings to a point True North of the Point of Beginning; thence
- (2) 0° 00' 00" 1700.0 feet; To the Point of Beginning and containing an area of 261 acres.

1110 Point
Kaluakoi, Molokai Island, Hawaii
9-T-Haw-512
(State of Hawaii)

SUBJECT TO liens, rights of way, restrictions, reservations and easements existing or of record.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and also all the estate, right, title, interest, property possession, claim and demand whatsoever, in law as well as in equity, of the said GRANTOR of, in or to the foregoing described premises, and every part and parcel thereof, with the appurtenances.

SAID PROPERTY transferred hereby was duly determined to be surplus, and was assigned to the General Services Administration for disposal pursuant to the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), as amended, and applicable rules, orders and regulations.

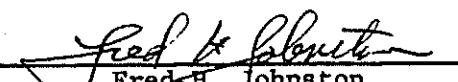
TO HAVE AND TO HOLD, all and singular, the said premises, with the improvements thereon, unto the said GRANTEE, its successors and assigns forever.

By acceptance of this instrument the GRANTEE admits and confesses to full knowledge with respect to the facts contained in the foregoing recitals as to the possible contaminated conditions of the property.

By the acceptance of this instrument and as a further consideration for this conveyance, the GRANTEE herein covenants and agrees for itself, its successors and assigns, that no public use of the property will be permitted by the GRANTEE, its successors or assigns, until the surface of the entire property has been decontaminated of unexploded ordnance by the GRANTEE and warning signs erected by the GRANTEE in a manner and to the extent required by the cognizant unit of the United States Navy Explosive Ordnance Disposal; and further covenants to assume all risk for all personal injuries and property damages arising out of ownership, maintenance, use and occupation of the foregoing property; and further covenants and agrees to indemnify and save harmless the General Services Administration and the United States of America, their servants, agents, officers and employees, against any and all liability, claims, causes of action or suits due to, arising out of, or resulting from, immediately or remotely, the possible contaminated condition, ownership, use, occupation or presence of the GRANTEE or any other person upon the property, lawfully or otherwise.

IN WITNESS WHEREOF, the GRANTOR has caused these presents to be executed as of the day and year first above written.

UNITED STATES OF AMERICA
Acting by and through the
ADMINISTRATOR OF GENERAL SERVICES

By 
Fred H. Johnston
Chief, Real Property Division
Property Management & Disposal Service
General Services Administration
Region 9, San Francisco, California

STATE OF CALIFORNIA

)

(

ss:

City and County of San Francisco

)

On this 22nd day of August, 1968, before me, Sigrid E. Anderson, a Notary Public in and for the City and County of San Francisco, State of California, personally appeared FRED H. JOHNSTON, known to me to be the Chief, Real Property Division, Property Management and Disposal Service, General Services Administration, Region 9, San Francisco, California, and acknowledged that he executed the within instrument on behalf of the United States of America, acting by and through the Administrator of General Services.

WITNESS my hand and official seal.

Sigrid E. Anderson

Sigrid E. Anderson

Notary Public

in and for the City and County of
San Francisco, State of California

(S E A L)

My Commission Expires: March 4, 1969

APPROVED AS TO FORM

James M. Igami

Deputy Attorney General

11-26-68

STATE OF CALIFORNIA
ity and County of San Francisco } ss.

I, MARTIN MONGAN, County Clerk and Clerk of the Superior Court of the State of California, in and for the City and County of San Francisco, which Court is a Court of Record having by law a seal, DO HEREBY CERTIFY: That

SIGRID E. ANDERSON

whose name is subscribed to the attached certificate of acknowledgment, proof or affidavit, was at the time of taking said acknowledgment, proof or affidavit, a Notary Public in and for the City and County of San Francisco, duly commissioned and sworn in said City and County, and was as such, an officer of said State, duly authorized by the laws thereof to take and certify the same, as well as to take and certify the proof and acknowledgment of deeds and other instruments in writing to be recorded in said State, and that full faith and credit are and ought to be given to his official acts; that the certificate of such officer is required to be under seal; that the impression of his official seal is not required by law to be on file in the office of the County Clerk; I further certify that I am well acquainted with the handwriting of said notary and verily believe that the signature to the attached certificate is genuine, and further that the annexed instrument is executed and acknowledged according to the laws of the State of California.

In witness whereof, I have hereunto set my hand and annexed the seal of the Superior Court of the State of California, in and for the City and County of San Francisco.

Dated:

AUG 23 1968

Martin Mongan Clerk.

RECORDED

NOV 29 1972

NOV 1 1973

NOV 14 1973

FEB 8 1974

MAY 1 1974

MAY 15 1974

MAY 28 1974

MAY 31 1974

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